

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

BLITZSAFE TEXAS, LLC,

Plaintiff,

v.

**BAYERISCHE MOTOREN WERKE AG,
BMW MANUFACTURING CO., LLC,
AND BMW OF NORTH AMERICA,
LLC,**

Defendants.

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Case No. 2:17-CV-00418-JRG

JURY TRIAL DEMANDED

**PLAINTIFF BLITZSAFE TEXAS LLC'S SECOND NOTICE OF
DEPOSITION TO DEFENDANT BMW OF NORTH AMERICA, LLC**

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Plaintiff Blitzsafe Texas LLC, by and through its counsel of record, will take the oral deposition of Defendant BMW of North America, LLC ("BMWNA") through one or more of its officers, directors, or managing agents, or other persons who consent to testify on their behalf, with regards to the matters set forth in the attached Schedule A. Plaintiff requests that BMWNA identify in writing at least seven (7) days in advance of the deposition the person(s) designated by BMWNA to testify on its behalf, the job title of such person(s), and the topic(s) on which each such person will testify.

The deposition will commence on June 12, 2019 at 9:00 am at the offices of Brown Rudnick, LLP, located at Seven Times Square, New York, NY 10036 or at such other time and place as may be agreed by counsel. The deposition will be taken before a qualified notary public or other officer authorized by law to administer oaths, and will continue from day-to-day,

excluding weekends and holidays, until completed. The testimony will be recorded stenographically and videotaped. You are invited to attend.

Dated: May 3, 2019

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**ATTORNEYS FOR PLAINTIFF,
BLITZSAFE TEXAS, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on May 3, 2019, a true and correct copy of the above and foregoing document has been served by email on:

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/s/ Alfred R. Fabricant
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SCHEDULE A

DEFINITIONS

1. “Blitzsafe” and “Plaintiff” shall mean Blitzsafe Texas, LLC.
2. “BMWNA,” “Defendant,” “You,” and “Your” shall mean BMW of North America, LLC, and shall include, individually or collectively, any and all individuals or entities acting on behalf of or in furtherance of Defendant, and any and all past or present officers, directors, trustees, employees, agents, consultants, attorneys, patent agents, entities acting in joint venture, licensing or partnership relationships with the Defendant in any country.
3. “BMW of Tyler” shall mean BMW of Tyler, Mike Pile BMW, and Mike Pile Auto Group, Ltd., located at 2401 W Southwest Loop 323, Tyler, TX 75701, and shall include, individually or collectively, any and all individuals or entities acting on behalf or in furtherance of BMW of Tyler, and any and all past or present officers, directors, trustees, employees, agents, consultants, attorneys, patent agents, entities acting in joint venture, licensing or partnership relationships with BMW of Tyler in any country.
4. “BMW of Beaumont” shall mean BMW of Beaumont or the Mike Smith Auto Group located at 1855, I-10, Beaumont, TX 77701, and shall include, individually or collectively, any and all individuals or entities acting on behalf or in furtherance of BMW of Beaumont, and any and all past or present officers, directors, trustees, employees, agents, consultants, attorneys, patent agents, entities acting in joint venture, licensing or partnership relationships with BMW of Beaumont in any country.
5. “Classic BMW” shall mean Classic BMW located at 6800 Dallas Pkwy, Plano, TX 75024, and shall include, individually or collectively, any and all individuals or entities acting on behalf or in furtherance of Classic BMW, and any and all past or present officers,

directors, trustees, employees, agents, consultants, attorneys, patent agents, entities acting in joint venture, licensing or partnership relationships with Classic BMW in any country.

6. “MINI of Plano” shall mean MINI of Plano located at 1645 Dallas Pkwy, Plano, TX 75093, and shall include and shall include, individually or collectively, any and all individuals or entities acting on behalf or in furtherance of MINI of Plano, and any and all past or present officers, directors, trustees, employees, agents, consultants, attorneys, patent agents, entities acting in joint venture, licensing or partnership relationships with MINI of Plano in any country.

7. “BMW” or “Defendants” shall mean Bayerische Motoren Werke AG, BMW Manufacturing Co., LLC, and BMW of North America, LLC, and shall include, individually or collectively, any and all individuals or entities acting on behalf of or in furtherance of Defendants, and any and all past or present officers, directors, trustees, employees, agents, consultants, attorneys, patent agents, entities acting in joint venture, licensing or partnership relationships with any of the Defendants in any country.

8. “Action” shall mean *Blitzsafe Texas, LLC vs. Bayerische Motoren Werke AG, BMW Manufacturing Co., LLC, and BMW of North America, LLC*, Case No. 2:17-CV-00418-JRG (E.D. Tex.) and the consolidated lead case *Blitzsafe Texas, LLC v. Mitsubishi Electric Corp., et al.*, No. 2:17-cv-00430-JRG (E.D. Tex.).

9. “Document(s)” shall have the broadest meaning ascribed to it by Federal Rule of Civil Procedure 34 and Federal Rule of Evidence 1001, and shall include within its meaning any and all papers, videotapes or video recordings, photographs, films, recordings, memoranda, books, records, accounts, letters, telegrams, correspondence, notes of meetings, notes of conversations, notes of telephone calls, inter-office memoranda or written communications of

any nature, recordings of conversations either in writing or by means of any mechanical or electrical recording device, notes, papers, reports, analyses, invoices, canceled checks or check stubs, receipts, minutes of meetings, time sheets, diaries, desk calendars, ledgers, schedules, licenses, financial statements, telephone bills, logs and any differing versions of the foregoing whether denominated formal, informal or otherwise, as well as copies of the foregoing which differ in any way, including handwritten notations or other written or printed matter of any nature, from the original. The foregoing specifically includes the information stored in any form, including electronic form, on a computer or in a computer database or otherwise, including electronic mail. Moreover, the term “document” shall also include all “technical documents,” such as source code, specifications, schematics, flow charts, artwork, drawing, pictures, pictorial representations, formulas, troubleshooting guides, service bulletins, technical bulletins, production specification sheets, white papers, operator manuals, operation manuals and instruction manuals.

10. “Thing(s)” refers to any physical specimen or tangible item, including research and development models, samples, prototypes, and the like.

11. “Person(s)” refers to all natural persons and all types and kinds of business or other entities, including but not limited to corporations, limited liability companies, partnerships, joint ventures, associations, sole proprietorships, government bodies, and government agencies. Any reference to an individual person, either singularly or as part of a defined group, includes that person’s employees, agents, legal and non-legal representatives, heirs, successors, assigns, and any other person or entity acting on behalf of such individual person. Any reference to a corporation or any other entity also refers to and includes any and all parents, subsidiaries, predecessors, successors, affiliates, partners, joint venturers, agents, employees, representatives,

accountants, investment bankers, consultants or attorneys acting on behalf of the corporation or other entity. The masculine includes the feminine and vice versa; the singular includes the plural and vice versa.

12. “Patent Laws” shall refer to Title 35 of the United States Code.

13. “Infringe” or any variation thereof, including “infringing,” “infringement,” and “infringer” shall refer to the commission of any act constituting infringement under the Patent Laws, including but not limited to 35 U.S.C. § 271 and “infringement” means direct infringement, contributory infringement, infringement by inducement, literal infringement, and infringement by the doctrine of equivalents.

14. “Entity” or “Entities” means, including without limitation, corporation, company, firm, partnership, joint venture, association, governmental body or agency, or persons other than a natural person.

15. “Identify” shall mean to state the following: (1) when referring to a person, the person’s full name, present or last known address, and the last known title and place of employment; (2) when referring to a business, legal, or governmental entity or association, the name of the entity or association, and the address of its main office; (3) when referring to a fact, the fact and the identity of the documentary or testimonial support for that fact; (4) when referring to a product or thing, the title or model name/number, any code name, project name or other name by which it has been referred, and a general description of the product or thing; (5) when referring to a written communication, the identity of the document(s) in which the communication was made; (6) when referring to an oral communication, the identity of all persons participating in the communication; (7) when referring to non-patent documents, the Bates number, type of document, its general nature and subject matter, date of creation, and all

author(s), addressee(s) and recipient(s); and (8) when referring to patent documents, the country, patent and/or application number, dates of filing, publication and grant, and the names of the patentees or applicants.

16. “Describe” shall mean, in addition to its usual and customary meaning, to identify all persons with knowledge of the information sought in the interrogatory and to identify all documents referring, regarding or relating to the information sought in the interrogatory.

17. The terms “relate to,” “reflecting,” “relating to,” or “concerning” or any variations thereof, shall mean relating to, referring to, concerning, mentioning, reflecting, regarding, pertaining to, evidencing, involving, describing, discussing, commenting on, embodying, responding to, supporting, contradicting, or constituting (in whole or in part), or are between (as in the context of communications), as the context makes appropriate.

18. “And” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of each interrogatory all responses that might otherwise be construed outside the scope.

19. “Any” shall include “all” and “All” shall include “any.”

20. The term “including” shall mean including without limitation.

21. The use of the singular form of any word includes the plural and vice versa.

22. The use of any tense of any word includes all other tenses.

23. Definitions or usages of words or phrases in these Requests are not intended to be, and shall not be, construed as admissions as to the meaning of words or phrases at issue in the action, and shall have no binding effect on Plaintiff in this or in any other proceeding.

TOPICS

1. The subject matter of all Documents and Things produced in response to Blitzsafe's concurrently served Requests for Production of Documents and Things (Nos. 1-7) to BMWNA.

2. The activities of each BMWNA employee that has ever visited BMW dealerships located in this District for business purposes including, but not limited to: BMW of Tyler, BMW of Beaumont, Classic BMW, and MINI of Plano.

3. The activities of each BMWNA employee that has ever provided support or training to BMW dealerships located in this District or any employee thereof, including, but not limited to: BMW of Tyler, BMW of Beaumont, Classic BMW, and MINI of Plano.

4. BMWNA's warranty-related activities at BMW dealerships located in this District including, but not limited to: BMW of Tyler, BMW of Beaumont, Classic BMW, and MINI of Plano.

5. The involvement of any BMW Entity (including BMW Financial Services) in the financing or leasing of new BMW Automobiles sold as well as any dealer incentives paid to BMW dealerships located in this District including, but not limited to: BMW of Tyler, BMW of Beaumont, Classic BMW, and MINI of Plano.

6. The negotiation of all agreements between BMWNA and BMW dealerships located in this District including, but not limited to: BMW of Tyler, BMW of Beaumont, Classic BMW, and MINI of Plano.